

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden, on behalf
of themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL Properties, LLC,
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:

Pope McGlamry, PC v. McHale
Attorney Lien Dispute
(Doc. No. 7461)

EXPLANATION AND ORDER

DAVID R. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE

August 27, 2018

Before the Court is a Petition to Establish Attorney's Lien ("Lien") seeking attorney's fees and costs from any Monetary Claim to be paid to Representative Claimant, Lisa McHale, which was filed on April 10, 2017, by Pope McGlamry, PC ("Pope McGlamry") (Doc. No. 7461). On June 6, 2017, the Claims Administrator issued a Notice of Lien to Ms. McHale.

The District Court referred all Petitions for individual attorney's liens to this Court. (Doc. No. 7746). On March 6, 2018, Rules Governing Attorneys' Liens ("Rules") were adopted. (Doc. No. 9760). Pursuant to Rule 12, the Ms. McHale and Pope McGlamry (the "Parties") were advised of their right to consent to have the Magistrate Judge issue a final Order to resolve this Dispute. On August 21, 2018, the Court was notified that the Parties' have consented to

jurisdiction by a Magistrate Judge. (Doc. No. 10231). Accordingly, this Opinion will serve as the final decision of the Court.

On August 17, 2018, pursuant to Rule 21, the Parties submitted a Withdrawal of Attorney's Lien Dispute (the "Withdrawal").¹ The signed agreement clearly indicates the percentage of the Award that Pope McGlamry will receive and sets forth an agreement as to how to disburse any portion of the 5% holdback that may be released in the future. Ms. McHale shall receive all remaining funds. Based on all the information before us, including the Withdrawal, the contingency fee agreement, and in consideration of the Presumptive Fee Cap imposed by the District Court (Doc. No. 9863), we conclude that the amount to be paid to Pope McGlamry is reasonable.

Accordingly, we conclude that the Withdrawal is granted and Claims Administrator is ordered to distribute the funds to Ms. McHale and Pope McGlamry as was set forth in the Withdrawal.²

CONCLUSION

AND NOW, this 27th day of August, 2018, it is **ORDERED** that:

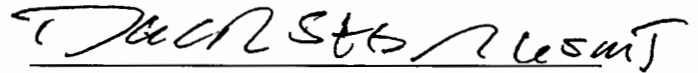
1. The Withdrawal of the Lien Dispute is **GRANTED**; and
2. The Claims Administrator is **ORDERED** to disburse the withheld funds in accordance with this decision, the provisions of the Settlement Agreement, and all Court Orders

¹ Ms. McHale's form was signed on August 15, 2018 and Pope McGlamry signed the form on August 17, 2018.

² Pursuant to the Court's Order Regarding Withholdings for Common Benefit Fund (Doc. No. 10104), 5% of the Award is currently being held in the Attorney's Fees Qualified Settlement Fund, where it must remain until further order of the Court. The Claims Administrator will ensure that if any portion of those funds are later released they will be paid pursuant to the agreed terms in the Withdrawal.

regarding implementation.

BY THE COURT:

A handwritten signature in black ink, appearing to read "David R. Strawbridge", written over a horizontal line.

DAVID R. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE